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This Summary Plan Description booklet describes the Walgreen Co. Major Medical Expense Plan, Walgreen Dental Plan, and Company-Paid Life Insurance Plan, effective January 1, 2010, except as otherwise noted. Read the information provided in this booklet so you understand your benefits and other relevant terms and conditions of the Plans.

These plans are governed by official plan documents, which consist of a governing document, that references this Summary Plan Description for purposes of describing the various plan provisions. Copies of the plan documents can be obtained by contacting the Plan Administrator listed at the end of this booklet. In the event of any discrepancy between this booklet and the provisions of the plan documents, the provisions of the plan documents will govern.

Walgreens reserves the right to amend, modify or terminate these plans, including any benefits provided under the plans or the amount of required contributions, at any time and for any reason. You will be notified of any changes to the plans within a reasonable amount of time, but not always before the time the change goes into effect. To determine the proper benefits at any given time, view the Summary Plan Description booklet (or plan documents) in effect at the relevant time.

As described in this booklet, all eligible employees have the option of a Walgreen Health Plan PPO 90, Walgreen Health Plan PPO 80 or the Walgreen Consumer Driven Health Plan (CDHP). All three health plan options are incorporated under the Walgreen Co. Major Medical Expense Plan. This booklet often references a "Walgreen Health Plan," which is the term used to describe any one of these plan options. There is also a retiree supplement to this Summary Plan Description, which describes the benefits available to eligible retirees.

Attention Important Notice/Atención Noticia Importante

This booklet contains a summary in English of your rights and benefits under the Walgreen Health Plans, Walgreen Dental Plan, and Walgreen Company-Paid Life Insurance Plan. If you do not understand any part of this booklet, contact MediClaim at 800-TALK-INS (800-825-5467).

Este boletín contiene un resumen, escrito en inglés, de sus derechos y beneficios bajo los Walgreen Health Plans, Walgreen Dental Plan, y Walgreen Company-paid Life Insurance Plan. Si no comprende cualquiera parte de este boletín, ponerse en contacto MediClaim a 800-TALK-INS (800-825-5467).

Subrogation, Third Party Reimbursement and Recovery of Benefit Overpayments

Subrogation

If the Plan pays health or dental benefits for a sickness or injury that was caused by an act or omission of a third party, the Plan will be subrogated to all of your rights of recovery. Any time you receive benefits under the Plan, you must immediately notify the Claims Administrator of the name of any third party against whom you might have a claim as a result of your sickness or injury (including any insurance company that provides coverage for you). For example, if you become injured in an automobile accident, and the person who hit you was at fault, the person who hit you (and their insurance company) is the third party whose act or omission caused your illness or injury. You must cooperate with the Claims Administrator by providing information regarding your illness or injury and by agreeing to sign any necessary documents to enable the Plan to be subrogated on your claim. To enforce the Plan's subrogation rights, the Plan Administrator may:

- ▶ Place a lien against a third party to the extent benefits have been paid,
- ▶ Bring an action on behalf of the Plan, or on your behalf, against the third party, and/or
- ▶ Cease paying benefits until you provide the Claims Administrator with the documents necessary for the Plan to exercise its rights and privileges of subrogation.

Third Party Reimbursement

If the Plan pays your medical or dental benefits for a sickness or injury that was caused by an act or omission of a third party, the Plan has the right to be repaid for any medical or dental benefits from any settlement, judgment or insurance proceeds you receive, including, but not limited to, proceeds of:

- ▶ Settlement with or judgment against whoever was or may have been responsible for all or any percentage of the injury or sickness, or such responsible person's insurance carrier, and/or
- ▶ Any policy or policies of insurance, whether the covered Plan member's or any other person's, including, but not limited to, the proceeds of medical payments coverage, uninsured motorist coverage, and underinsured motorist coverages.

You must repay the Plan on a first dollar basis (meaning that the Plan has a right to be repaid first from any monies you receive). The Plan has a right to be reimbursed whether or not the third party admitted liability for the payment, whether or not a portion of the settlement, judgment or insurance proceeds was identified as a reimbursement of medical or dental expenses, and whether or not you are made whole by the settlement, judgment or insurance proceeds.

You must furnish such information and assistance as requested, in order to facilitate enforcement by the Plan of this reimbursement provision.

You agree, by accepting benefits under the Plan, to provide the Claims Administrator with a lien, to the extent the Plan has paid medical or dental benefits, to be filed with the responsible party or insurance company of the responsible party. You also agree to make direct and immediate reimbursement to the Plan if you receive any settlement, judgment or insurance proceeds.

If you do not reimburse the Plan from any settlement, judgment or insurance proceeds, the Plan may reduce any benefits for current or future medical expense benefits payable to you or payable on your behalf until the Plan has been fully reimbursed.

Recovery of Benefit Overpayments

If any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, the Plan Administrator reserves the right to request payment immediately. If you fail to repay the amount promptly on demand, the overpayment may be recovered by the Plan Administrator from any monies then payable, or which may become payable, in the form of additional benefits.

For the Walgreen Dental Plan, Delta Dental has the right to require you or your covered dependents have a dental examination, when and as often as may be reasonable.

If you die before all benefits have been paid, the remaining benefits may be paid to any relative or any person or corporation appearing to Delta Dental to be entitled to payment. The Plan will fully discharge its liability by making such payments.